

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: John George/693-8320 by Herb Hyman/797-1016

SUBJECT: Resolution

AFFECTED DISTRICT: All

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID FOR LEASING HARLEY DAVIDSON POLICE MOTORCYCLES AND AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT.

REPORT IN BRIEF: A competitive bid was conducted for leasing ten (10) Harley Davidson police motorcycles with maintenance. The Town sent out specifications to four (4) prospective bidders. Additionally, the bid was advertised state-wide in Florida Bid Reporting and nationally in BidNet and also posted on the Town's web site. The Town received three (3) responses (two (2) bids and one (1) "no bid" response). The recommendation is for Peterson's Harley Davidson of Miami who is the lowest responsive and responsible bidder. The lease agreement is a standard agreement that has been reviewed by the Town's Attorney. The initial lease agreement is three (3) years with options to extend the lease agreement for three (3) additional three (3) year terms by mutual agreement of the parties. Lease extensions, if appropriate, will be handled administratively by staff subject to budgetary approval by Town Council.

PREVIOUS ACTIONS: Not applicable

CONCURRENCES: The recommended award has been reviewed by the Police Chief and the Bid Specification Committee who concur with the decision to award to Peterson's Harley Davidson of Miami. The lease agreement has been reviewed by the Town's Attorney.

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost: \$39,000.00/yr.

Account Name: Police Department-Vehicle Usage Account Number 001-0507-521-0401

Additional Comments: Not applicable

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s):

Procurement Authorization

Bid Tabulation

Two (2) copies of the lease agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID FOR LEASING HARLEY DAVIDSON POLICE MOTORCYCLES AND AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT.

WHEREAS, the Town is in need of ten (10) leased Harley Davidson police motorcycles; and

WHEREAS, the Town solicited sealed bids for such leased motorcycles; and

WHEREAS, after review, the Town Council wishes to accept the bid from Peterson's Harley Davidson of Miami and authorizes the Mayor to execute a lease agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the bid from Peterson's Harley Davidson of Miami for leasing ten (10) Harley Davidson police motorcycles with maintenance in the amount of \$325.00/month/motorcycle and authorizes the Mayor to execute a lease agreement.

SECTION 2. The Town Council hereby authorizes the expenditure from the Police Department-Vehicle Usage Account Number 001-0507-521-0401.

SECTION 3. The initial contract term is three (3) years with options to extend the contract for three (3) additional three (3) year terms by mutual agreement of the parties. Contract extensions, if appropriate, will be handled administratively by staff subject to budgetary approval by Town Council.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2005

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2005

TOWN OF DAVIE PROCUREMENT AUTHORIZATION

ACCOUNT NUMBER.	BUDGET ITEM & DESCRIPTION	APPROXIMATE COST
001-0507-521-0401	Motorcycles	\$39,000.00

METHOD OF PROCUREMENT (check the one that applies)

- ☒ Open Competitive Bidding
☐ Piggyback on Contract Number _____
☐ Sole Source
☐ Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed _____
Department Head

Have Funds been Reserved Res. 32629

Date 1/20/05 Signed (Signature)

Signed _____
Town Administrator

VENDOR	BIDS SUBMITTED	COST
PETERSON HARLEY DAVIDSON OF MIAMI	}	SEE ATTACHED
FT. LAUDERDALE HARLEY DAVIDSON		BID TERMINATION
HARLEY DAVIDSON OF PALM BEACH		NO BID

Signed (Signature)
Procurement Manager

Vendor	BID SPEC. COMMITTEE RECOMMENDATION	Cost
PETERSON HARLEY DAVIDSON OF MIAMI		\$325.00/motorcycle/mo.

	A	B	C
1			
2			
3		LEASED HD MOTORCYCLES	
4			
5		HD	HD
6		MIAMI	FT. LAUD
7			
8	24 MO LEASE-SINGLE COLOR	\$325.00/mo.	\$400.00/mo.
9	24 MO LEASE-TWO TONED	\$345.00/mo.	\$400.00/mo.
10	36 MO LEASE-SINGLE COLOR	\$325.00/mo.	\$350.00/mo.
11	36 MO LEASE-TWO TONED	\$345.00/mo.	\$350.00/mo.
12	SPARE MOTORCYCLES	n/c	\$100.00/mo.
13	LABOR RATE	\$70.00/hr.	\$74.00/hr.
14	PARTS COST	10% off list	cost + 20%



2005 LEASE AGREEMENT FOR HARLEY-DAVIDSON POLICE MODELS

This agreement made and entered into between HARLEY-DAVIDSON OF MIAMI, L.C., designated as the lessor, and Town of Davie, designated as the lessee, made this 1st day of June, 2005 for the purpose of leasing to the Lessee (10) ten HARLEY-DAVIDSON Police motorcycle under the following terms and conditions:

1. EQUIPMENT-

New 2005 HARLEY-DAVIDSON model FLHP-I ROADKING Police solo motorcycle with the complete description provided on attached specification sheet. Two spare motorcycles shall be provided at no charge.

(insert VIN numbers)

2. AGREEMENT TERM-

The terms of this Agreement shall commence as of June 1, 2005 and continue thereafter for a period of thirty-six (36) months. At the end of the first twenty-four months, the Lessor will replace the 2005 models with 2007 models under the same equipment items for the remaining twelve (12) months. The Town shall have the option to renew for three additional three (3) year periods. Notification of intent to renew must be mailed sixty (60) calendar days in advance of expiration date. If Lessee decides not to retain the 2007 model motorcycles, they must be returned to Harley-Davidson of Miami, L.C. Motorcycles leased under this Agreement are to be used for police and related activities: off-duty details, funeral escorts and parades only. Any other use shall require the prior written consent of Lessor.

This Agreement includes the bid documents, the schedule of maintenance and the Town's insurance certificate which are incorporated herein by reference and are attached hereto as Exhibit "A", "B", and "C".



3. PAYMENT PERIOD-

Lessee shall pay monthly payments in the amount of \$325.00 for each motorcycle. Payments include the cost of equipment, payment of interest, full maintenance and administrative costs less the residual value of the motorcycle. Monthly rental, per motorcycle, shall be payable by the Lessee to Lessor on the 5th day of each month during the term of this lease.

4. INSURANCE-

At its own expense, the lessee shall carry casualty insurance in the amount of \$2,000,000 with respect to the motorcycle and shall carry Public Liability and Property Damage Insurance sufficient to protect the actual cash value of the equipment and to protect the Lessor from Liability in all events. The Lessee shall carry Worker's Compensation covering all its employees working on, in, or about the motorcycle.

The Lessee shall furnish to the Lessor certificates or other satisfactory evidence of all insurance coverage described above as required by the terms and conditions of this agreement. The Lessor shall be named as additional insured and loss payee. (See Exhibit B for Insurance Coverage)

5. HOLD HARMLESS INDEMNIFICATION BETWEEN PARTIES-

The Proposer agrees to indemnify and hold harmless the Town, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorney's



fees) suffered by the Town from (A) any breach by the Proposer of this agreement (B) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Proposer herein, (C) any claims, suits, actions, damages or causes of action arising during the term of this contract for any personal injury, loss of life or damage to property sustained by reason or as a result of the performance of this contract by the Proposer and the Proposer's agents, employees, invitees, and all other persons, and (D) any claims, suits, actions, damages or causes of action for any personal injury, loss of life or damage to property sustained by reason or as a result of the presence of the Proposer and the Proposer's agents, employees, invitees, and all other persons. Nothing in this contract shall be construed to affect, in any way, the Town's rights, privileges, and immunities as set forth in Florida Statutes 768.28. No provision herein shall be construed as a grant of any privileges to third parties. The proposer of the Agreement shall indemnify the Town for any damages sustained through the willful and/or negligent acts and/or any omissions of the proposer.

6. LIENS-

The Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the motorcycle, except with respect to the respective rights of the Lessor as herein provided. Lessee shall promptly, as its own expense, take such actions as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time due to the Lessee's action or inaction.

7. TAXES AND FEES-

The Lessee shall pay any necessary taxes or fees, including but not limited to Sales and Use Tax, Excise Tax, Personal Property Tax, assessments, penalties, licenses, fees, registration fees, freight and transportation charges, permits and any similar charges imposed on the ownership, possession or use of the Motorcycle during the term of the Agreement. Both parties recognize that the Town of Davie is tax exempt under Florida Law.

8. CARE AND USE OF EQUIPMENT-



The Lessor agrees to maintain the Motorcycle pursuant to the Manufacturer's Standard Preventative maintenance Contract and/or recommendation. All repairs shall be made at HARLEY-DAVIDSON OF MIAMI, L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169. The Lessee, at its own cost and expense, shall ensure delivery of the Motorcycle to HARLEY-DAVIDSON OF MIAMI, L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169, at regular intervals set up by the Lessor in accordance with the Service Schedule attached hereto as Exhibit "B".

The Lessee shall protect the motorcycle from deterioration other than normal wear and tear, shall use the Motorcycle for Police related activities only, without abuse, and shall not make modifications, alternations or additions to the Motorcycle (other than normal operating accessories or controls) without written consent of the Lessor, which shall not be unreasonably withheld.

The Lessor, shall have the right, during regular business hours to enter upon the premises where the Motorcycle is located in order to inspect, observe or otherwise protect the Lessor's interest and the Lessee shall afford them the opportunity to do so.

9. DAMAGE OR DETERIORATION OF MOTORCYCLES-

In the event the Motorcycle is partially damaged or destroyed due to the actions of the Lessee or its employees prior to the end of this agreement, the Lessee will promptly have the Motorcycle repaired and restored to its original condition and working order. Any damage done to lease motorcycles during the officers training will be repaired as soon as the training is completed at Lessee's expense. This includes damage done to engine, transmission, clutch, brakes and not just the paint and body parts. All repairs must be done at the Lessor's repair facility. In case of theft or total loss of the Motorcycle, the replacement value of the Motorcycle shall be \$19,400.00 minus 2% for each month the agreement is in effect.

10. SELECTION OR RIDER-



The Lessor reserves the right to reject any rider of his Motorcycle so as to be assured that proper handling and care is exercised.

11. RIDER RESPONSIBILITY AND PRIVILEGES

The rider will be responsible for keeping the motorcycle clean and is required to report any defects or abnormalities. The rider shall be allowed to use the motorcycle to go back and forth to work provided that it is fully insured at all times by the lessee and the distance is no more than thirty (30) miles each way.

12. EVENTS OF DEFAULT AND REMEDIES-

Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default

A. Lessee shall fail to make any periodic payment, or to pay any other payments required to be paid hereunder, or

B. Lessee shall fail to keep any such other term, covenant or condition contained herein.

Upon the occurrence of an event of default as specified above, and upon the failure of Lessee to remedy such event of default with all reasonable dispatch within a period of thirty (30) days, Lessor or its assigns shall have the right, at its option without any demand or notice, to pursue any of the following remedies:

1) re-enter and take possession of the equipment, enforce this agreement or terminate the agreement, and repossess the equipment and sell or lease the equipment for the account of the Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder, and

2) any action at law or in equity as may appear necessary to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation,



agreement or covenant of Lessee under this agreement upon failure to comply with any term, covenant or condition contained herein.

13. MAINTENANCE AND EQUIPMENT-

Lessor shall provide full maintenance of the motorcycle at no cost to the Lessee. Lessor shall not supply Lessee with gasoline. All maintenance shall be done at HARLEY-DAVIDSON OF MIAMI, L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169.

14. SUBLEASE OR ASSIGNMENT-

Neither the Lessor, nor the Lessee may assign this lease. Neither the Lessor nor the Lessee may effect the subleasing of the motorcycle.

15. TERMINATION-

The Town of Davie reserves the right to terminate this agreement with or without cause effective thirty (30) days from date of written notice. In the event that any of the provisions of the agreement are violated by the successful Proposer, the Town of Davie may serve written notice upon such Proposer of its intention to immediately terminate the agreement. Such notice will state the reason(s) for termination of agreement.

16. PUBLIC RECORDS LAW

Lessor understands that this agreement is a public record and subject to Chapter 119, Florida Statutes.



In witness whereof, the parties hereto have caused this agreement to be executed as of this 1st day of June, 2005.

ATTEST;
BY

TOWN CLERK

MAYOR

Approved as to form and legality for the use and reliance of the Town of Davie, Florida only

TOWN ATTORNEY



Dirk Peterson
Vice-President
HARLEY-DAVIDSON OF MIAMI, L.C.

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